

5. assessing the need for, planning, or implementing response actions at or near the NHOU Site.

To the extent Plaintiffs deem consistent with protection of human health and the environment, Plaintiffs will provide the Settling Defendant with twenty-four (24) hours' notice prior to entry to properties accessed pursuant to this Consent Decree. In accessing Settling Defendants' properties pursuant to this Consent Decree, Plaintiffs shall not unreasonably interfere with Settling Defendants' business activities. However, nothing in this paragraph shall provide any Settling Defendant with any claim or cause of action whatsoever against Plaintiffs, including without limitation any claim for injunctive relief. It shall not constitute an unreasonable interference with Settling Defendants' business activities for a Plaintiff to take any action in response to an emergency deemed by such Plaintiff to constitute an endangerment to human health or the environment. Plaintiffs agree to split samples taken on property owned or controlled by a Settling Defendant if requested by the Settling Defendant.

B. Notwithstanding any provision of this Consent Decree, the Plaintiffs retain all of their respective access authorities and rights, including enforcement authorities related thereto, under CERCLA and any other applicable statute or regulation.

IX. ACCESS TO INFORMATION

A. The Settling Defendants shall provide to the Plaintiffs, upon request, copies of all non-privileged documents and information within their possession or control or that of their contractors or agents relating to the NHOU Site Interim Remedial Action, including, but not limited to, sampling,

analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the NHOU Site Interim Remedial Action.

B. The Settling Defendants may assert business confidentiality claims covering part or all of the documents or information submitted to the Plaintiffs under this Consent Decree to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Documents or information determined to be confidential by EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies documents or information when they are submitted to either Plaintiff, or if EPA has notified the Settling Defendants that the documents or information are not confidential under the standards of Section 104(e)(7) of CERCLA, the public may be given access to such documents or information without further notice to the Settling Defendants.

C. The Settling Defendants may assert that certain documents, records, and other information are privileged under the attorney-client privilege or any other privilege recognized by federal or state law. If the Settling Defendants assert such a privilege in lieu of providing documents, they shall provide the Plaintiffs with the following: (i) the title of the document, record, or information; (ii) the date of the document, record, or information; (iii) the name and title of the author of the document, record, or information; (iv) the name and title of each addressee and recipient; (v) a description of the subject of

1 the document, record, or information; and (vi) the privilege
2 asserted. However, no documents, reports, or other information
3 created or generated pursuant to the requirements of this or any
4 other consent decree with the United States shall be withheld on
5 the grounds that they are privileged. If a claim of privilege
6 applies only to a portion of a document, the document shall be
7 provided to Plaintiffs in redacted form to mask the privileged
8 information only.

9 D. No claim of confidentiality or privilege shall be made
10 with respect to any document that falls within Section
11 104(e)(7)(F) of CERCLA, 42 U.S.C. § 9604(e)(7)(F).

12 E. Notwithstanding any provision of this Consent Decree,
13 the Plaintiffs retain all of their respective information
14 gathering authorities and rights, including enforcement
15 authorities related thereto, under CERCLA and any other
16 applicable statute or regulation.

17 X. RETENTION OF RECORDS

18 A. Until ten (10) years after the entry of this Consent
19 Decree, each Settling Defendant shall preserve and retain all
20 records and documents now in its possession or control or which
21 come into its possession or control that relate in any manner to
22 releases of hazardous substances or liability for response
23 actions taken at the NHOU Site or the liability of any person for
24 releases of hazardous substances or liability for response
25 actions conducted and to be conducted at the NHOU Site,
26 regardless of any corporate retention policy to the contrary.

27 B. At the conclusion of this document retention period,
28 the Settling Defendants shall notify the Plaintiffs at least

ninety (90) days prior to the destruction of any such records or documents, and, upon request by either Plaintiff, the Settling Defendants shall deliver any such records or documents to the Plaintiff who made the request. The Settling Defendants may assert that certain documents, records, and other information are privileged under the attorney-client privilege or any other privilege recognized by federal or state law. If the Settling Defendants assert such a privilege, they shall provide the Plaintiffs with the following: (i) the title of the document, record, or information; (ii) the date of the document, record, or information; (iii) the name and title of the author of the document, record, or information; (iv) the name and title of each addressee and recipient; (v) a description of the subject of the document, record, or information; and (vi) the privilege asserted. However, no documents, reports, or other information created or generated pursuant to the requirements of this or any other consent decree with the United States shall be withheld on the grounds that they are privileged. If a claim of privilege applies only to a portion of a document, the document shall be provided to Plaintiffs in redacted form to mask the privileged information only.

C. Each Settling Defendant hereby certifies, individually, that it has not since notification of potential liability by the United States or the State or the filing of suit against it regarding the NHOUSite altered, mutilated, discarded, destroyed, or otherwise disposed of any records, documents, or other information relating to its potential liability regarding the NHOUSite which are the sole record of factual information,

except as such documents are destroyed or altered in the ordinary course of Settling Defendants' business and in compliance with State and federal law, and have not been destroyed for an improper purpose. Each Settling Defendant further warrants that it has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6927.

XI. NOTICES AND SUBMISSIONS

Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified herein shall constitute complete satisfaction of any written notice requirement of the Consent Decree with respect to the United States, EPA, the State, and the Settling Defendants, respectively.

As to the United States:

David B. Glazer
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
301 Howard Street, Suite 870
San Francisco, California 94115

Chief, Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Ben Franklin Station
Washington, D.C. 20044

Re: Case No. 90-11-3-1149

As to EPA:

1 Remedial Project Manager — North Hollywood Operable Unit
2 San Fernando Valley Superfund Site
3 Hazardous Waste Management Division
4 U.S. Environmental Protection Agency, Region IX
5 75 Hawthorne Street
6 San Francisco, California 94105

7 Marie M. Rongone
8 Assistant Regional Counsel
9 U.S. Environmental Protection Agency, Region IX
10 75 Hawthorne Street, RC-3-3
11 San Francisco, California 94105

12 As to the State of California Department of Toxic Substances
13 Control:

14 Ann Rushton
15 Deputy Attorney General, Environment Section
16 California Department of Justice
17 300 South Spring Street, #5000
18 Los Angeles, California 90013

19 Chief, Site Mitigation Branch
20 Department of Toxic Substances Control, Region 3
21 1011 North Grandview Avenue
22 Glendale, California 91201

23 As to the Settling Defendants:

24 For Airport Group International and Lockheed Martin Corporation

25 Dominic J. Hanket, Esq.
26 Assistant General Counsel
27 Lockheed Martin Corporation
28 4500 Park Granada Boulevard
Calabasas, CA 91399-0410

For CalMat Co.

Paul Stanford
General Counsel
CalMat Co.
3200 San Fernando Road
Los Angeles, California 90065

For Pick Your Part Auto Wrecking

Glenn McElroy
Pick-Your-Part Auto Wrecking
1301 East Orangewood
Anaheim, California 92805

For Waste Management Disposal Services of California, Inc.

1 General Counsel
2 3003 Butterfield Road
3 Oak Brook, Illinois 60521

4 and

5 P.B. "Lynn" Walker
6 Senior Environmental Counsel
7 3900 S. Wadsworth Blvd., Ste. 800
8 Lakewood, CO 80235

9 For Pacific Steel Treating Company, Inc. and the Erik and Else
10 Bruun-Anderson Trust

11 Niels Bruun Andersen
12 608 Batcheller Lane
13 Sioux Falls, SD 57105

14 Erik Andersen
15 608 Batcheller Lane
16 Sioux Falls, SD 57105

17 For William L. Cooke and Jerry N. Conrow, as Trustees of the
18 Amended Cooke Family Trust, and for Fleetwood Machine Products,
19 Inc.

20 Charles H. Pomeroy
21 McKenna & Cuneo
22 444 S. Flower St., 7th floor
23 Los Angeles, CA 90071

24 XII. RETENTION OF JURISDICTION

25 This Court shall retain jurisdiction of this matter for the
26 purpose of enforcing the terms of this Consent Decree.

27 XIII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

28 A. This Consent Decree shall be lodged with the Court for
a period of thirty (30) days for public notice and comment. The
Plaintiffs reserve the right to withdraw or withhold their
consent if the comments regarding the Consent Decree disclose
facts or considerations that indicate that this Consent Decree is
inappropriate, improper, or inadequate. The Settling Defendants

1 consent to the entry of this Consent Decree without further
2 notice.

3 B. If for any reason this Court, or upon appeal, a higher
4 court should decline to approve this Consent Decree in the form
5 presented, this agreement is voidable as to a Settling Defendant
6 by written notice by such Settling Defendant to all other
7 parties, or as to either Plaintiff by written notice by such
8 Plaintiff to all other parties, and the terms of the agreement
9 may not be used as evidence in any litigation between any of the
10 remaining Parties to this Consent Decree and that Settling
11 Defendant or Plaintiff as to whom this Consent Decree is void.

12 XIV. SECTION HEADINGS

13 The section headings set forth in this Consent Decree and
14 its Table of Contents are included for convenience or reference
15 only and shall be disregarded in the construction and
16 interpretation of any of the provisions of this Consent Decree.
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XV. SIGNATORIES

Each undersigned representative of a Settling Defendant to this Consent Decree, the Assistant Attorney General for the Environment and Natural Resources Division of the United States Department of Justice, and the Deputy Attorney General of the California Department of Justice certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind such party to this document.

SO ORDERED THIS 30 DAY OF July, 1996

MARIANA R. PFAELZER

United States District Judge

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the
2 matter of U.S. v. Allied-Signal, Inc., et al., and California v.
3 Allied-Signal, Inc., et al., 93-6490-MRP(Tx), North Hollywood
4 Operable Unit/San Fernando Valley Area 1 Site.

5 FOR THE UNITED STATES OF AMERICA

6
7 Date: March 3, 1996

Lois J. Schiffer
8 LOIS J. SCHIFFER
9 Assistant Attorney General
10 Environment and Natural Resources
11 Division
12 U.S. Department of Justice

13
14 Date: March 12, 1996

David B. Glazer
15 DAVID B. GLAZER
16 Environmental Enforcement Section
17 Environment and Natural Resources
18 Division
19 U.S. Department of Justice

20
21 Date: _____

Gerald M. Clifford
22 GERALD M. CLIFFORD
23 Assistant Administrator for Enforcement
24 U.S. Environmental Protection Agency

25
26 Date: _____

Felicia Marcus
27 FELICIA MARCUS
28 Regional Administrator, Region IX
U.S. Environmental Protection Agency

29
30 Date: _____

Marie M. Rongone
31 MARIE M. RONGONE
32 Assistant Regional Counsel, Region IX
33 U.S. Environmental Protection Agency

34 FOR THE STATE OF CALIFORNIA

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the
2 matter of U.S. v. Allied-Signal, Inc., et al., and California v.
3 Allied-Signal, Inc., et al., 93-6490-MRP(Tx), North Hollywood
4 Operable Unit/San Fernando Valley Area 1 Site.

5 FOR THE UNITED STATES OF AMERICA

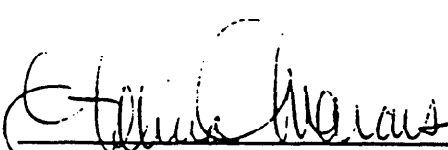
6
7 Date: _____

8 LOIS J. SCHIFFER
9 Assistant Attorney General
10 Environment and Natural Resources
11 Division
12 U.S. Department of Justice

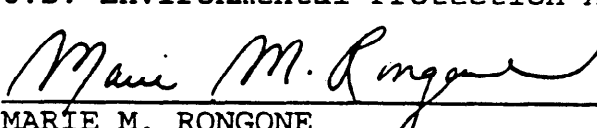
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14 Date: _____

15 DAVID B. GLAZER
16 Environmental Enforcement Section
17 Environment and Natural Resources
18 Division
19 U.S. Department of Justice

20
21 Date: 2/6/96

22 
23 FELICIA MARCUS
24 Regional Administrator, Region IX
25 U.S. Environmental Protection Agency

26
27 Date: January 17, 1996

28 
MARIE M. RONGONE
Assistant Regional Counsel, Region IX
U.S. Environmental Protection Agency

FOR THE STATE OF CALIFORNIA

1 Date:

10/16/95

Hamid Saebfar

Hamid Saebfar
Chief, Site Mitigation Branch
California Department of Toxic
Substances Control, Region 3

7 Date:

10-17-95

Ann Rushton

ANN RUSHTON
Deputy Attorney General
California Department of Justice

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the
2 matter of U.S. v. Allied-Signal, Inc., et al., 93-6490-MRP(Tx),
3 and California v. Allied-Signal, Inc., et al., 93-6570-MRP(Tx),
4 North Hollywood Operable Unit/San Fernando Valley Area 1 Site.

5 FOR DEFENDANTS:

6 LOCKHEED MARTIN CORPORATION (f/k/a Lockheed Corporation)
7 AIRPORT GROUP INTERNATIONAL, INC. (f/k/a Lockheed Air Terminal,
8 Inc.)

9 
10 _____

11 VINCENT N. MARAFINO
12 Executive Vice-President, Lockheed Martin Corporation

13 Date: 11/9/95

14 WASTE MANAGEMENT RECYCLING AND DISPOSAL
15 SERVICES OF CALIFORNIA, INC.

16
17
18 _____
19 GREG LOUGHNANE
20 President

21 Date: _____

22 CALMAT CO.

23
24 _____
25 A. FREDERICK GERSTELL
26 President

27 Date: _____
28

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the
2 matter of U.S. v. Allied-Signal, Inc., et al., 93-6490-MRP(Tx),
3 and California v. Allied-Signal, Inc., et al., 93-6570-MRP(Tx),
4 North Hollywood Operable Unit/San Fernando Valley Area 1 Site.


5 FOR DEFENDANTS:

6 LOCKHEED MARTIN CORPORATION (f/k/a Lockheed Corporation)
7 AIRPORT GROUP INTERNATIONAL, INC. (f/k/a Lockheed Air Terminal,
8 Inc.)
9

10 _____
11 VINCENT N. MARAFINO
12 Executive Vice-President, Lockheed Martin Corporation

13 Date: _____

14
15 WASTE MANAGEMENT RECYCLING AND DISPOSAL
16 SERVICES OF CALIFORNIA, INC.

17 
18 _____
19 GREG LOUGHNANE
20 President

21 Date: 10/24/95

22 CALMAT CO.
23

24 _____
25 A. FREDERICK GERSTELL
26 President

27 Date: _____
28

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the
2 matter of U.S. v. Allied-Signal, Inc., et al., 93-6490-MRP(Tx),
3 and California v. Allied-Signal, Inc., et al., 93-6570-MRP(Tx),
4 North Hollywood Operable Unit/San Fernando Valley Area 1 Site.

5 FOR DEFENDANTS:

6 LOCKHEED MARTIN CORPORATION (f/k/a Lockheed Corporation)
7 AIRPORT GROUP INTERNATIONAL, INC. (f/k/a Lockheed Air Terminal,
8 Inc.)
9

10 _____
11 VINCENT N. MARAFINO
12 Executive Vice-President, Lockheed Martin Corporation


13 Date: _____
14

15 WASTE MANAGEMENT RECYCLING AND DISPOSAL
16 SERVICES OF CALIFORNIA, INC.
17

18 _____
19 GREG LOUGHNANE
20 President

21 Date: _____
22

23 CALMAT CO.
24

25 
~~At FREDERICK GERSPELL~~ EXECUTIVE VICE PRESIDENT
~~President~~

26 Date: 11-6-95
27
28

1 PICK YOUR PART AUTO WRECKING
2

3
4 Glenn C. Mcelroy
GLENN C. MCELROY
President CEO

5 Date: 12/6/95

Date: _____

7
8 PACIFIC STEEL TREATING
COMPANY, INC.
9

10
11 _____
12 NIELS BRUUN-ANDERSEN
President

13 Date: _____
14

15
16 ERIK AND ELSE BRUUN-ANDERSEN
TRUST
17

18
19 _____
20 NIELS BRUUN-ANDERSEN
Trustee of the Erik and Else
Bruun-Andersen Trust

21 Date: _____
22

23 FLEETWOOD MACHINE PRODUCTS, INC.
24

25
26 _____
27 WILLIAM COOKE
President

28 Date: _____


1 PICK-YOUR-PART AUTO WRECKING

2
3
4 GLENN C. MCELROY
President

5 Date: _____


Date: _____

6
7
8 PACIFIC STEEL TREATING
COMPANY, INC.

9
10 
11 NIELS BRUUN-ANDERSEN
President

12
13 Date: 11-11-95

14
15 ERIK AND ELSE BRUUN-ANDERSEN
16 TRUST

17
18 
19 NIELS BRUUN-ANDERSEN
Trustee of the Erik and Else
20 Bruun-Andersen Trust

21 Date: 11-11-95

22
23 FLEETWOOD MACHINE PRODUCTS, INC.

24
25
26 WILLIAM COOKE
President

27 Date: _____

1 PICK-YOUR-PART AUTO WRECKING

2
3
4 GLENN C. MCELROY
President

5 Date: _____

Date: _____

6
7
8 PACIFIC STEEL TREATING
COMPANY, INC.

9
10
11 NIELS BRUUN-ANDERSEN
12 President

13 Date: _____

14
15 ERIK AND ELSE BRUUN-ANDERSEN
16 TRUST

17
18
19 NIELS BRUUN-ANDERSEN
20 Trustee of the Erik and Else
Bruun-Andersen Trust

21 Date: _____

22
23 FLEETWOOD MACHINE PRODUCTS, INC.

24
25 William Cooke
26 WILLIAM COOKE
President

27 Date: 10-17-95

1
2 AMENDED COOKE FAMILY TRUST
3

4 William L. Cooke

5 WILLIAM L. COOKE
6 Co-Trustee of the Amended Cooke
Cooke Family Trust

7 Date: 10-17-95

Jerry T. Conrow

JERRY CONROW
Co-Trustee of the Amended
Cooke Family Trust

Date: 10-18-95

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I am over the age of 18 and not a party to the within action. I am employed by the office of United States Attorney, Central District of California. My business address is 300 North Los Angeles Street, Suite 7516, Los Angeles, California 90012.

PARTIAL CONSENT DECREE

Date of mailing: March 14, 1996. Place of mailing: Los Angeles, California.

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on March 14, 1996 at Los Angeles, California.

Marilen Iliscupides
MARILEN ILISCUPIDES

SERVICE LIST
(CASE NO. CV 93-6490-MRP(Tx))

For Defendant Allied-Signal, Inc.:

Charles F. Weiss, Esq.
Michelle M. Carroll, Esq.
Latham & Watkins
633 West Fifth Street
Los Angeles, California 90071-2007

For Defendant Hawker Pacific, Inc.

Norman Berger, Esq.
Michael S. Mostow, Esq.
Holleb & Coff
55 East Monroe Street, Suite 4100
Chicago, Illinois 60603-5896

For Defendant Los Angeles By Products Co.:

Lawrence F. Meyer, Esq.
Raul M. Montes, Esq.
Greenwald, Hoffman & Meyer
500 North Brand Boulevard
Suite 920
Glendale, California 91203

For Defendant California Car Hikers Service:

Michael C. Phillips
David A. Borchert
Anderson, McPharlin & Connors
624 South Grand Avenue
19th Floor
Los Angeles, California 90017

For Defendants Gordon N. and Peggy M. Wagner
and Joseph W. Basinger:

Aaron Rosen, Esquire
9606 S. Santa Monica Boulevard
Suite 200
Beverly Hills, California 90210

1 For Defendant Waste Management Recycling and
2 Disposal Services of California, Inc.:

3 P.B. "Lynn" Walker, Esq.
4 Senior Environmental Counsel
5 Waste Management, Inc.
6 3900 South Wadsworth Boulevard
7 Suite 800
8 Lakewood, Colorado 80235

9 For Defendants Lockheed Corporation and
10 Lockheed Air Terminal, Inc.:

11 Gregory R. McClintock, Esq.
12 McClintock, Weston, Benshoof,
13 Rochefort, Rubalcava & MacCuish
14 444 S. Flower Street, 43rd Floor
15 Los Angeles, California 90071

16 For Defendant CalMat Co.:

17 Barry C. Vaughan, Esq.
18 Gibbs, Giden, Locher, Fleming
19 & Acret
20 One Century Plaza, 34th Floor
21 2029 Century Park East
22 Los Angeles, California 90067

23 For Defendant Pick-Your-Part Auto Wrecking:

24 Nick E. Brestoff, Esq.
25 Radcliff, Brestoff & Frandsen
26 777 South Figueroa Street
27 Fortieth Floor
28 Los Angeles, California 90017

29 For Defendants Fleetwood Machine Products, Inc.;
30 Pacific Steel Treating Company, Inc.; Niels Bruun-
31 Andersen; William L. Cooke, and Jerry Conrow:

32 Charles H. Pomeroy, Esq.
33 McKenna & Cuneo
34 444 S. Flower Street
35 Los Angeles, California 90071

1 For Third-Party Defendant Inchcape, Ltd.

2 Ann Beckert
3 Ross & Hardies
4 150 N. Michigan Avenue
Suite 2500
Chicago, Illinois 60601

5 Terence M. Kelly
6 Grace, Skocypec, Cosgrove & Schrim
7 5700 Wilshire Boulevard, Suite 300N
Los Angeles, California 90036

8 For Third-Party Defendant Parker-Hannifin Corporation

9 David A. Giannotti
10 Howrey & Simon
11 550 South Hope Street, 14th Floor
Los Angeles, California 90071

12 For Third-Party Defendant AVX Filters Corporation

13 Ned N. Isokawa
14 Crosby, Heafey, Roach & May
15 Professional Corporation
16 1999 Harrison Street
P.O. Box 2084
Oakland, California 94604-2084

17 For Third-Party Defendant HR Textron, Inc.

18 Michael L. Hickok
19 Seyfarth, Shaw, Fairweather & Geraldson
20 2029 Century Park East, Suite 3300
Los Angeles, California 90067-3063

21 For Third-Party Defendant Electronic Solutions, Inc.
and Zero Corporation

22 Jeffrey Z.B. Springer
23 Regina Liudzius Cobb
24 Demetriou, Del Guercio, Springer & Moyer
25 801 South Grand Avenue, 10th Floor
Los Angeles, California 90017-4613

1 For Third-Party Defendant Price Pfister, Inc.

2 Gary J. Smith, Esq.
3 Beveridge & Diamond
4 One Sansome Street, Suite 3400
San Francisco, California 94104-4438

5 For Third-Party Defendant Browning-Ferris Industries

6 Dean R. Massey
7 Parcel, Mauro, Hultin & Spaanstra
8 1801 California Street, Suite 3600
Denver, Colorado 80202-2636

9 For Third-Party Defendant E.I. DuPont de Nemours & Co.

10 G. Christian Roux
11 McClintock, Weston, Benshoof, Rochefort
12 Rubalcava & MacCuish
444 S. Flower Street, 43rd Floor
Los Angeles, California 90071

13 For Third-Party Defendant Lockheed Corporation

14 Elliot Hiede
15 McClintock, Weston, Benshoof, Rochefort
16 Rubalcava & MacCuish
444 S. Flower Street, 43rd Floor
Los Angeles, California 90071

17
18 For Third-Party Defendant Western Waste Industries

19 Timothy V.P. Gallagher
20 Dovel & Gallagher
611 West Sixth Street, Suite 2500
Los Angeles, California 90017

21
22 For Third-Party Defendant Conejo Enterprises, Inc.

23 Ashleigh A. Danker
24 Weiss, Scolney, Spees, Danker
& Shinderman
10100 Santa Monica Blvd., Suite 1095
25 Los Angeles, California 90067

1 For Third-Party Defendant Crown Disposal Company, Inc.

2 Gary A. Meyer
3 Mark E. Elliott
4 Parker, Milliken, Clark, O'Hara
5 & Samuelian
6 333 South Hope Street, 27th Floor
7 Los Angeles, California 90071-1488

8 Los Angeles County Metropolitan Transportation Authority

9 De Witt W. Clinton, County Counsel
10 Ronald W. Stamm, Deputy County Counsel
11 Office of the County Counsel
12 One Gateway Plaza, 24th Floor
13 Los Angeles, California 90012

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